

1. Redox shall disclose to Celanese certain information about the Redox Ethylene Glycol Process as, in the absolute discretion of Redox, may be useful and necessary for Celanese to determine whether it desires to enter into a further agreement with Redox, relating to the use or development of the Redox Ethylene Glycol Process.

2. Celanese shall from the date hereof, treat as confidential and shall maintain in confidence all information, data and know-how disclosed to its personnel, or otherwise to it by Redox pursuant to this Agreement. The obligation of Celanese under the preceding sentence shall not apply to any information which is

- a) known to Celanese (in written or tangible form) prior to the time of the disclosure to Celanese by Redox.
- b) published information (but, only from and after the date of publication) and which publication was through no fault of Celanese.
- c) received by Celanese from a third party as a matter of right.

For the purpose of the above exceptions, disclosures made to Celanese under this Agreement which are specific, e.g., as to equipment, products, operating conditions, specific materials used, etc., shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in Celanese

possession or received from a third party.

3. Neither this Agreement nor any disclosure made in connection with this Agreement shall be construed as granting to Celanese or to any other entity, any rights or licenses with respect to any of the information, data or know-how disclosed, except that Celanese may use the information disclosed to it hereunder for the sole purpose set forth in paragraph numbered 1 hereof.

4. In the event that Celanese decides not to enter into a further Agreement with Redox pursuant to paragraph numbered 1 hereof within 180 days of this Agreement, Celanese agrees to turn over and deliver to Redox all written or other graphic material containing or embodying information, data or know-how disclosed to Celanese, by Redox with the exception that Celanese may retain one copy of such material in a sealed package in controlled locked files or Celanese's Legal Department.

5. This Agreement shall inure to and be binding upon Celanese but neither this Agreement nor any benefits thereunder shall be transferable or assignable by Celanese except with the prior written consent of Redox.

6. This Agreement shall terminate 25 years from the date hereof.

REDOX TECHNOLOGIES INC.

By:

John Kuller

Title: President



CELANESE CHEMICAL COMPANY, INC.

By:

Howard L. Pelt

Title:

Vice President